



Award Number 17506

Docket Number TE-18011

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES
UNION**

**THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employesss Union on The New York, New Haven & Hartford Railroad, that:

1. Carrier violated the Transportation-Communication Employees Union Agreement when on dates of July 10, 24, 25, August 7 and 17, 1967, it required and permitted train service employees on various extra trains to perform work of block operator at Webster, Massachusetts.
2. Carrier shall compensate Agent-Operator Harold G. Andrews for a three hour call at pro rata rate of position for each violation.

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

An Agreement between The New York, New Haven & Hartford Railroad Company and this Union, dated September 1, 1949, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

This claim was timely presented, progressed in accordance with the provisions of the Agreement, including conference with the highest Officer designated by the Carrier to receive appeals and has been declined. The Employees, therefore, appeal to your Honorable Board for adjudication.

This claim arose at Webster, Massachusetts, point where an Agent-Operator is regularly employed and who, during his working hours, blocks trains. On the five dates in issue, after the assigned hours of this Employee, members of the train crews listed, by the use of the Carrier's telephone, cleared the block when their trains were clear of the main track. That is, had taken siding. Then when ready to depart members of the train crews, conductors used the telephone to communicate with the block operator in charge of the block which had been extended. This work was performed between 8:15 P.M. and 9:35 P.M.

(b) THE ISSUE

Employees not covered by the Telegraphers' Agreement being required to perform the work of a block operator at a station

Award No. 29 of Special Board of Adjustment No. 306

(Exhibits Not Reproduced)

CARRIER'S STATEMENT OF FACTS: The claimant, Agent-Operator H. G. Andrews held regular assignment at Webster, Massachusetts, with hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

The instant claim is predicated upon an alleged violation of the Telegraphers' Agreement when conductors of freight trains cleared the block to the operator in control thereof during other than the assigned hours of the claimant's position.

On the dates of claim and at times when an employee represented by the Transportation-Communication Employees Union was neither regularly nor customarily assigned to work at Webster, Massachusetts, conductors of freight trains contacted the operator in control of the block, an employee represented by the Transportation-Communication Employees Union, and reported themselves clear of the block.

Claim was initiated on behalf of the claimant covering the dates specified in the Statement of Claim. Claim was progressed through the prescribed channels on the property up to and including the undersigned.

Attached in exhibit form is copy of pertinent correspondence:

"A"—Assistant General Chairman's appeal

"B"—Carrier's decision

Copy of the Agreement between the parties dated September 1, 1949, as amended, is on file with your Board and is, by reference, made a part of this Submission.

(Exhibits Not Reproduced)

OPINION OF BOARD: The Petitioner alleges a violation of the Agreement because on the five specified dates, after the assigned hours of the Claimant, members of train crews, by the use of the telephone, cleared the block when their trains were clear of the main track. The work complained of was performed between 8:15 P.M. and 9:35 P.M.

The Petitioner contends that for many years telegraphers assigned to perform block operator work were employed at Webster twenty-four hours per day. It contends that the Operating Time Table dated April 28, 1946, showed blocking service at Webster 7:00 A.M. to 4:00 A.M. on weekdays and 12:00 Noon to 4:00 A.M. on Sundays. The Carrier does not refute this contention.

Based on Award 13696 involving the same parties, the claim will be sustained.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1969.